

JUL 01 '08

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July 1, 2008

SURFACE TRANSPORTATION BOARD

**Nathan
Sommers
Jacobs**

Surface Transportation Board
1925 K Street, N.W.
Suite 700
Washington, D.C. 20423

Re: Recordation of Third Amendment to Security Agreement; original Security Agreement was filed under Recordation No. 27502.

To whom it may concern:

I have enclosed one (1) original of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a second amendment to security agreement dated as of June 26, 2008 (the "Security Agreement"), and is a secondary document.

The names and addresses of the parties to the Security Agreement are as follows:

Secured Party:

Amegy Bank National Association
5 Post Oak Park
4400 Post Oak Parkway
Houston, Texas 77027

Debtor:

Sulcom, Inc.
10001 Woodloch Forest Drive, Suite 400
The Woodlands, Texas 77380

A description of the equipment covered by the Third Amendment to Security Agreement is as follows:

(a) the molten sulfur railcars (the "Railcars"), more specifically described in Annex "A" attached hereto;

(b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery,

equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;

(c) all of Debtor's rights, titles, interests, liens and security interests securing the performance of the ExxonMobil's obligations under the Service Agreement and all proceeds, monies, payments, income, collections, rentals and benefits attributable or accruing to Debtor, as the lessor, by virtue of the Service Agreement, including, without limitation, the Base Management Fees (as defined in the Service Agreement) and the Sulcom CSX Freight Rate (as defined in the Service Agreement) (the "Service Agreement Revenue");

(d) all rights, remedies and privileges of Debtor to enforce the performance of ExxonMobil's obligations under the Service Agreement;

(e) all other general intangibles of Debtor arising from or relating to the Service Agreement; and

(f) all products and proceeds thereof (including insurance proceeds).

A short summary of the Third Amendment to Security Agreement to appear in the index is as follows:

Security Agreement dated as of May 30, 2008, between Amegy Bank National Association, 5 Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party") and Sulcom, Inc., 10001 Woodloch Forest Drive, Suite 400, Woodlands, Texas 77380 ("Debtor"), as amended by First Amendment to Security Agreement dated May 30, 2008, Second Amendment to Security Agreement dated as of June 19, 2008, and Third Amendment to Security Agreement dated as of June 26, 2008, and covering (a) the molten sulfur railcars (the "Railcars"), more specifically described in Annex "A" attached hereto; (b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith; (c) all of Debtor's rights, titles, interests, liens and security interests securing the performance of the ExxonMobil's obligations under the Service Agreement and all proceeds, monies, payments, income, collections, rentals and benefits attributable or accruing to Debtor, as the lessor, by virtue of the Service Agreement, including, without limitation, the Base Management Fees (as defined in the Service Agreement) and the Sulcom CSX Freight Rate (as defined in the Service Agreement) (the "Service Agreement Revenue"); (d) all rights, remedies and privileges of Debtor to enforce the performance of ExxonMobil's obligations under the

Service Agreement; (e) all other general intangibles of Debtor arising from or relating to the Service Agreement; and (f) all products and proceeds thereof (including insurance proceeds).

A fee of \$35.00 is enclosed. Please return one (1) original to the undersigned after recording.

Sincerely,

A handwritten signature in black ink that reads "Ana M. McLaughlin". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Ana M. McLaughlin
Legal Assistant

:AMM

encl

J8077 58 wpd

Annex "A"

Railcars

EQUIPMENT DESCRIPTION

<u>Description</u>	<u>Car Marks/Numbers</u>
Twelve (12) sulphur tank cars built by UTC under Certificate of Construction #L987045 dated May 15, 1998	ECUX 281010
	ECUX 281014
	ECUX 281015
	ECUX 281017
	ECUX 281018
	ECUX 281019
	ECUX 281022
	ECUX 281045
	ECUX 281047
	ECUX 281050
	ECUX 281051
	ECUX 281052

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SURFACE TRANSPORTATION BOARD

THIRD AMENDMENT TO SECURITY AGREEMENT

This THIRD AMENDMENT TO SECURITY AGREEMENT ("Amendment"), dated as of June 26, 2008, is between SULCOM, INC., a Delaware corporation ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party").

RECITALS:

WHEREAS, Debtor has executed that certain promissory note in the original principal amount of \$13,039,200.00 dated March 26, 2008, payable to the order of Secured Party (such promissory note, as the same may be renewed, extended or modified from time to time, and all promissory notes executed in renewal, extension, modification or substitution thereof, is referred to herein as the "Note").

WHEREAS, pursuant to the Note, Debtor executed that certain Security Agreement dated as of April 30, 2008, as amended by First Amendment to Security Agreement dated as of May 30, 2008, and Second Amendment to Security Agreement dated as of June 19, 2008 (as amended, the "Security Agreement").

WHEREAS, the execution of this Amendment is a condition to Secured Party advancing additional funds to Debtor under the Note.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged and agreed, Debtor and Secured Party hereby agree as follows:

ARTICLE I.Amendments

1. Amendment to Exhibit "A". Effective as of the date hereof, Exhibit "A" to the Security Agreement is amended to add the Railcars listed on Annex "A" to this Amendment.

ARTICLE II.Additional Provisions

1. Acknowledgment by Debtor. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Debtor or any third party to Secured Party under any Loan Document (as defined in the Note).

2. Additional Documentation. From time to time, Debtor shall execute or procure and deliver to Secured Party such other and further documents and instruments evidencing, securing or pertaining to the Security Agreement or the other Loan Documents as shall be reasonably requested by Secured Party so as to evidence or effect the terms and provisions hereof.

3. Continued Effectiveness. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Security Agreement and the other Loan Documents are hereby ratified and confirmed, and shall remain in full force and effect. The liens and security interests created by the Security Agreement remain in full force and effect.

4. Governing Law. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

5. Binding Agreement. This Amendment shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be construed as one and the same instrument.

7. No Oral Agreements. This Amendment, the Note and the other Loan Documents embody the final, entire agreement among the parties hereto. There are no oral agreements among the parties hereto.

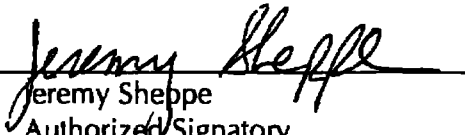
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

DEBTOR:

SULCOM, INC.

By: 
Whakyung Lee
Authorized Signatory

By: 
Jeremy Sheppe
Authorized Signatory

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION

By: 
~~F.J. Raguso~~ Brian Duncan
Senior Vice President

SIGNATURE PAGE TO AMENDMENT TO SECURITY AGREEMENT

STATE OF TEXAS §
 Montgomery §
COUNTY OF ~~HARRIS~~ §

On this 25th day of June, 2008, this instrument was acknowledged before me by Whakyung Lee, Authorized Signatory of Sulcom, Inc., a Delaware corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Diana Morales
Notary Public, State of Texas

STATE OF TEXAS §
 Montgomery §
COUNTY OF ~~HARRIS~~ §

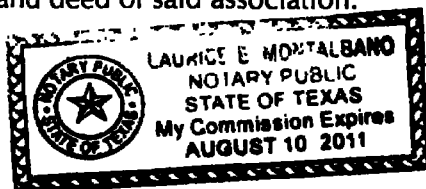
On this 25th day of June, 2008, this instrument was acknowledged before me by Jeremy Sheppe, Authorized Signatory of Sulcom, Inc., a Delaware corporation, on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Diana Morales
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 26 day of June, 2008, this instrument was acknowledged before me by F.J. Ragusa as Senior Vice President of Amegy Bank National Association, a national banking association, on behalf of such association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



Laurie E. Montalbano
Notary Public, State of Texas

SIGNATURE PAGE TO AMENDMENT TO SECURITY AGREEMENT

Annex "A"

Railcars

EQUIPMENT DESCRIPTION

<u>Description</u>	<u>Car Marks/Numbers</u>
Twelve (12) sulphur tank cars built by UTC under Certificate of Construction #L987045 dated May 15, 1998	ECUX 281010
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